

# OWNER'S GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM



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This manual is designed to provide property owners, landlords, and managers with information about participation in the Section 8 Housing Program. It is subject to change depending on changes that may occur in Federal regulations and/or HACC policies. HACC would like to thank you for your interest in the Section 8 Housing Program. We have tried to include any and all information for questions you may have.

Forms and materials used for this program are included in this packet.

If you have any questions after reviewing this packet, please feel free to contact HACC and speak with any Section 8 staff member.

## **Mission Statement**

**Our mission is to provide affordable housing to eligible people within our community while creating and promoting opportunities for independence, self-sufficiency, and an Improved quality of life.**

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# HOUSING AUTHORITY OF THE COUNTY OF CLARK, NEVADA

## SECTION 8 OWNER MANUAL

### JULY 2007

#### I. OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

##### WHAT IS THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM?

HACC's Section 8 Program is a federally funded rental assistance program that allows income eligible households to rent housing on the private market. Program participants will pay approximately 30% of their income for rent and utilities; HACC will pay the remaining rent and utility costs in accordance with program rules.

Program participants may choose to remain where they are living now or move elsewhere, providing the housing is in good condition and the owner is willing to participate in the program, including single-family homes, apartments, condominiums, and mobile homes. Property owners retain all normal management rights including tenant screening, rent collection, property maintenance and lease termination.

A summary of the Section 8 Housing Choice Voucher Program is provided below:

- HACC selects eligible families from its wait list to issue Vouchers.
- The Voucher Holder searches for housing that meets program requirements.
- Owners use their own selection criteria to select tenants; **HACC does not screen participant households.**
- HACC ensures units are decent, safe, and sanitary by conducting initial and annual inspections of participating units.
- Owners may collect a full security deposit.
- HACC and the owner sign a Housing Assistance Payments Contract, which guarantees a rental payment to the owner on behalf of the tenant.

##### WHY SHOULD I PARTICIPATE?

The primary benefit of the Section 8 Housing Choice Voucher Program is the guarantee that payments from HACC to the owner will be made on time. Payments are mailed on or around the 1<sup>st</sup> of each month.



Housing Choice Voucher Program Owners help to foster mobility for low-income families, foster stability of neighborhoods and provide housing in neighborhoods that are safe for children and maintain housing stock in the community.

## HOW DOES THE SECTION 8 PROCESS WORK?

There are eight (8) steps involved in the Section 8 process before a family is provided with housing assistance. The owner does not become involved until Step 4:

- |         |   |
|---------|---|
| Step 1. | Application                                     |
| Step 2. | Eligibility Determination/Issuance of Voucher   |
| Step 3. | Housing Search                                  |
| Step 4. | Tenant Selection                                |
| Step 5. | Request for Tenancy Approval                    |
| Step 6. | Rent Negotiation and Housing Quality Inspection |
| Step 7. | Contract/Lease Execution                        |
| Step 8. | Contract Payments                               |



### **Step 1. Application**

When accepting applications, a household applies to HACC for assistance and is placed on the waiting list if the household appears to meet basic eligibility qualifications. (Note: HACC's waiting list may be closed if the number of applications received are such as to indicate future applicants would be unlikely to be offered a voucher in a reasonable period of time.)

### **Step 2. Eligibility Determination/Issuance of Voucher**

When HACC has vouchers available, it will select households from the waiting list and determine if they are eligible according to income requirements and other program rules. If eligible, the applicant household will be provided with a Housing Choice Voucher and will be ready to search for housing.

### **Step 3. Housing Search**

A family may decide to stay in its current unit if the housing is in good condition, and will be approvable by HACC, or the family may look for new housing. The household is given 60 days to locate housing that is in good condition and which meets rent reasonableness criteria and does not exceed maximum rent levels.

### **Step 4. Tenant Selection**

Once a Voucher Holder decides to apply for a unit, the household will complete any application work required by the owner. **HACC does not screen Voucher Holders for their suitability as good tenants.** Owners should conduct their own screening and follow the same nondiscriminatory procedures they would use for any non-assisted applicant applying to rent their property.

### **Step 5. Request for Tenancy Approval**

If the applicant meets the owner's screening criteria, the owner and prospective tenant will complete and sign the [Request for Tenancy Approval form](#), [Security Deposit Notification](#), and Inspection Check List (Family Use Only). The owner will complete the Lease Format Requirements form and Amenities/Facilities form. A copy of the owner's proposed lease must be attached. The initial lease term must be at least one (1) year. The prospective tenant must then contact his/her caseworker to arrange for the return of these forms to HACC for approval and processing.

### **Step 6. Rent Negotiation and Housing Quality Inspection**

HACC will negotiate the rent with the owner and compute the amounts the tenant and HACC will pay. HACC will then schedule an inspection to ensure the housing is in good condition. The owner and tenant will be required to attend the inspection.

### **Step 7. Contract and Lease Execution**

At the time of the inspection, the owner and tenant will sign the lease. [The Tenancy Addendum](#) must be attached to the executed lease. The owner will sign a [Housing Assistance Payments \(HAP\) Contract](#) with HACC.

### **Step 8. Contract Payments**

After the contract is signed and the unit has passed inspection, the tenant will move in and Housing Assistance Payments from HACC to the owner will begin.

## **II. APPLICATION AND CERTIFICATION PROCESS FOR SUBSIDY HOLDERS**

### **WHAT IS THE APPLICATION/ISSUANCE PROCESS?**

All households interested in receiving a Voucher must complete a preliminary application when the HACC waiting list is open. An applicant will be placed on the waiting list if the family appears to be eligible based on the income level.

When HACC has a Voucher available and the applicant reaches the top of the waiting list, the applicant will be notified by HACC and a more detailed application form will be completed.

Information on family composition and income will be verified. If the applicant is eligible, HACC will issue a Voucher to the household and compute the total tenant payment.

The Voucher sets forth the agreement between HACC and the Voucher holder and the rights and responsibilities of each. This agreement is the family's guarantee that HACC will pay a portion of his/her rent in accordance with Section 8 program requirements.

Voucher Holders are given 60 days from the date of issuance to locate housing. After the 60-day period has ended, the Voucher will expire if a Voucher Holder has not located approvable housing. Voucher Holders may be given an additional 30 days to search for housing if the family requests an extension in accordance with HACC policy. Families that include a family member who is a person with a disability may be given an additional 60 days to search for housing (for a maximum total of 120 days) if needed as a reasonable accommodation.

### **HOW ARE TOTAL TENANT PAYMENTS, TENANT RENTS, UTILITY ALLOWANCES, AND HOUSING ASSISTANCE PAYMENTS CALCULATED UNDER THE HOUSING CHOICE VOUCHER PROGRAM?**

A family renting a unit below the Payment Standard pays the highest of:

- 30% of monthly adjusted income,
- 10% of monthly gross income, or
- Minimum rent (\$50).

The gross rent for the unit becomes the family's payment standard.

A family renting a unit above the Payment Standard pays the highest of:

- 30% of monthly adjusted income,
- 10% of monthly gross income, or
- Minimum rent (\$50).

PLUS any rent above the payment standard.

A family must not pay more than 40% of their monthly-adjusted income for rent upon admission to the Section 8 program. This maximum rent burden is applicable each time a participant moves to a new unit.

In most instances, the Housing Assistance Payment is based on HACC's established Payment Standard which identifies the maximum rent level HACC will subsidize under each bedroom size. HACC pays the difference between 30% of the family's monthly income and the appropriate payment standard. The tenant pays the difference as noted above. See the box below, which illustrates Voucher rents.

<b>Voucher Example</b>	
10% of monthly gross income:	\$ 40
30% of monthly adjusted income:	\$150
Minimum rent	\$ 50
less	\$500 Sample Payment Standard
	<u>\$150</u> Greatest of 30% of monthly adjusted income, 10% of monthly income or minimum rent
	\$350 Maximum Housing Assistance Payment
plus	Rent to Owner \$600
	<u>Utility Allowance</u> \$ 50
	Gross Rent \$650
less	<u>Assistance Payment</u> \$350 to owner
Total Tenant Payment	\$250 to Owner, \$50 to utilities

Utility allowances are estimated using HACC's most recent Utility Allowance Schedule. This schedule is developed by HACC after conducting a survey of local rates and is based on the number of bedrooms in the unit, the type of building, and the number and type of utilities the household pays for (not including phone).

The Housing Assistance Payment is calculated after the total tenant payment is established but is never more than the appropriate payment standard less the greater of 30% of the participating family's monthly adjusted income, 10% of monthly income, or minimum rent.

The total tenant payment cannot be calculated until the rent and utilities for the unit are known.

**HOW DO PARTICIPANTS FIND HOUSING?**

Participant families may search for private market rental housing in the Clark County, Nevada, area, or may exercise their option of portability to relocate anywhere in the United States.

Participants are advised to look at bulletin boards and newspapers for available housing. HACC also maintains unit-listings in the lobby area of our administration building. ***To list your unit on our unit***

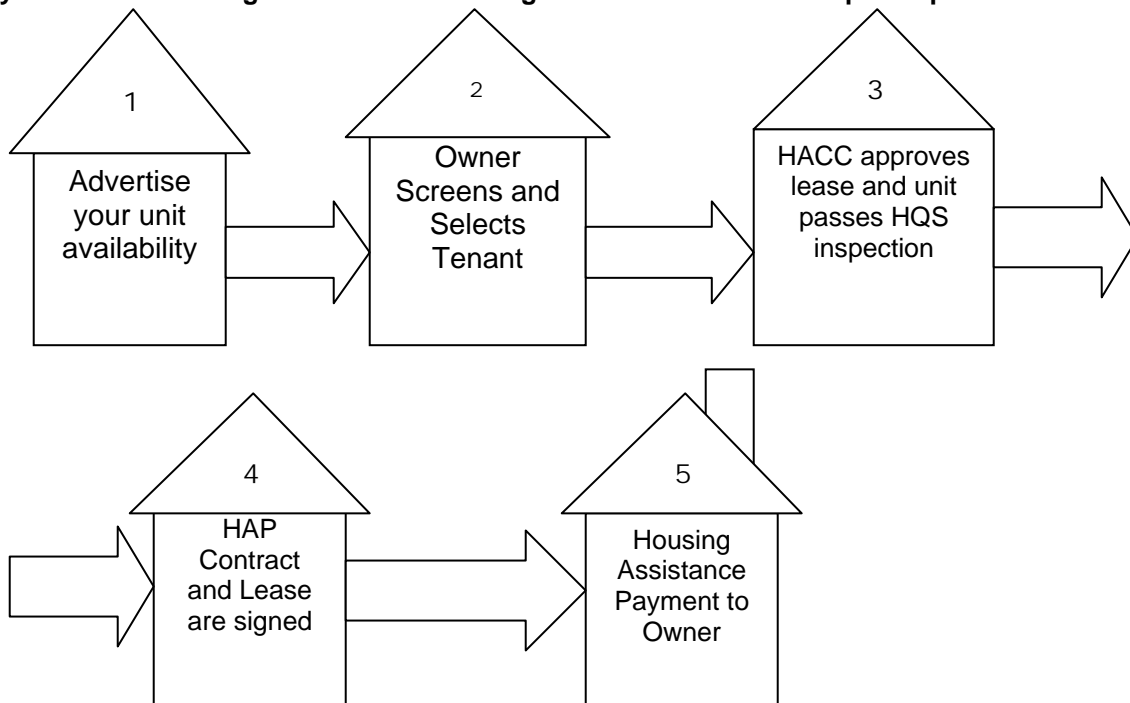
**listing lists, please complete the [Unit Listing Form](#)**, and mail or fax to (702) 451-8131, Attn: Section 8 Client Service Specialist, for inclusion on the list. The lists are maintained by bedroom size.

Any type of rental housing, including mobile homes and some units subsidized or insured under other Federal housing programs, may be leased under the Section 8 program. Units must meet standards of housing quality.

### III. OWNER PARTICIPATION

#### HOW DO I GET INVOLVED IN THE SECTION 8 PROGRAMS?

You may become a Housing Choice Voucher Program Landlord in five simple steps:



An owner who is interested in renting to families participating in the Section 8 program is encouraged to contact HACC and provide information on available units. As stated above, HACC maintains unit listings available in our administrative building lobby.

Interested owners may also want to advertise their units in newspapers with the phrase, "Section 8 accepted" to encourage subsidy holders to apply.

#### IV. TENANT SELECTION

##### DO I SELECT THE TENANT?

Yes. Section 8 participants follow the owner's standard application procedures. **HACC does not screen applicants for their suitability as tenants.** HACC encourages owners to contact the prior landlords of applicant households and to follow the same screening procedures as for other applicants for housing.

Upon request of a HACC provides Voucher Holder's (and previous, if addresses of current (if known), and prior



prospective owner, owners with the current address known), names and and prior landlords verified damages.

Owners should with Federal, state and laws and tenant/owner screening criteria discriminatory.

become familiar local fair housing laws to ensure the applied is not Federal fair housing

laws state that owners/managers must not discriminate based on race, color, creed, religion, sex, national origin, age, familial status or handicap.

#### V. LEASE-UP PROCESS

##### WHAT IS THE PURPOSE OF THE REQUEST FOR TENANCY APPROVAL (RFTA) FORM?

When a prospective tenant locates a unit, the tenant will be required to schedule an appointment with their caseworker to return the following completed forms ("RFTA packet") to HACC:

- Lease Format Requirements
- [Request for Tenancy Approval \(RFTA\)](#)
- Amenities/Facilities
- [Security Deposit Notification](#)
- Inspection Check List (Family Use Only)
- Copy of proposed lease between owner and tenant

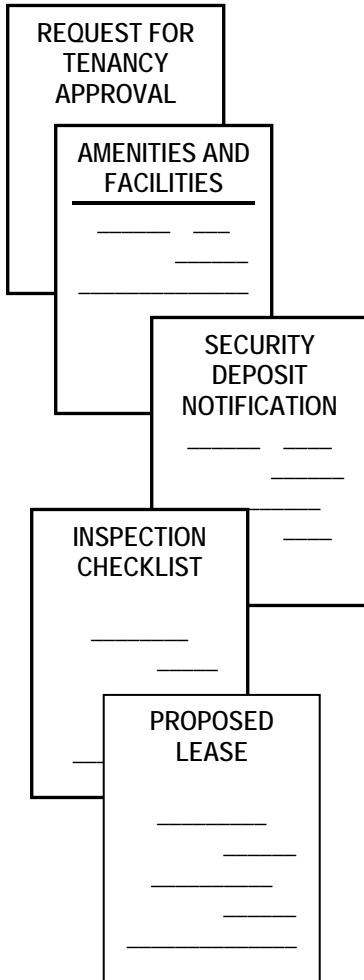
An overview of this process follows.

##### ***Lease Format Requirements***

This form will notify HACC of the lease format the owner will use. Owners should use their own lease (the same as used for unassisted tenants).

The owner lease must specify:

- The names of the owner and tenant
- The address of the unit rented (including apartment number)
- The amount of the monthly rent to owner
- The utilities and appliances to be provided by the owner
- The utilities and appliances to be provided by the family



***Request for Tenancy Approval (RFTA)***

When an owner agrees to rent to a Section 8 participant, the owners and the prospective tenant will complete the [Request for Tenancy Approval \(RFTA\) form](#). The form requests information on the type of unit, utilities and appliances that will be furnished, security deposit, most recently charged rent, and proposed rent.

***Amenities/Facilities***

This form will assist in determination of rent reasonableness. It shows the amenities and facilities at the unit to be leased.

***Security Deposit Notification***

The owner will also complete the [Security Deposit Notification](#) form. The prospective tenant's signature is required on this form. The form will show the security deposit to be charged.

***Inspection Check List (Family Use Only)***

The prospective tenant must also perform a family inspection of the unit to be leased, and complete the Inspection Check List (Family Use Only). The owner's signature is required on this form. NOTE: The **family must** inspect the unit prior to submitting the RFTA packet to HACC. The unit inspected must be the unit the family will be moving to.

***Proposed Lease***

The owner will also attach the proposed lease to the RFTA for review by HACC. The owner may request to use the HACC model lease.

**Initial lease terms are for at least one (1) year.**

Upon receipt of the RFTA and other required forms, HACC will review the lease and schedule an inspection of the unit. Leases will not be approved if they include any of the prohibited lease provisions described later in this section. [The Tenancy Addendum](#) will be attached to the lease between the owner and the tenant.

**WHAT IS THE HOUSING QUALITY STANDARDS INSPECTION?**



An HACC representative will inspect the unit using Section 8 Housing Quality Standards to ensure the unit is decent, safe, and sanitary. Program standards require that the housing has adequate living space, facilities and services, light and ventilation, and does not endanger the health and safety of the tenant. The brochure ["A Good Place to Live"](#) describes what HACC will be looking for during the inspection.

A property owner representative and the prospective tenant are required to be present during this inspection. If the unit and lease are approved, the owner and HACC will execute the Housing Assistance

Payments Contract. If not, the inspector will make a list of repairs required prior to the unit passing the inspection, and note the fail items on the [Inspection Booklet](#). The owner will be given the opportunity to make the repairs within a reasonable timeframe. After the repairs are made, the owner must contact HACC to have the unit re-inspected.

The unit must pass inspection before a contract can be signed. Payments by HACC will commence no earlier than the date of the passed inspection, and will commence as of the effective date of the Housing Assistance Payments Contract. See attached Inspection Booklet to see what items are covered at the inspection.

### **HOW MUCH CAN I CHARGE FOR RENT?**

Under the Voucher program the rent for the unit must meet rent reasonableness criteria, which means the rents charged are not more than for similar unassisted units in the same neighborhood. Under the Voucher program, rents are not limited to the Fair Market Rent levels but are restricted by rent reasonableness and affordability (rent burden) for the family.

Current [Utility Allowance Schedules](#) and [Payment Standards](#) are linked here.

If required, HACC will negotiate rent levels with owners within rent reasonableness determinations. Negotiations may cover the condition of the unit, amenities offered and utilities included as compared to similar unassisted units in the same neighborhood.

### **HOW MUCH CAN I CHARGE FOR A SECURITY DEPOSIT?**

Owners are encouraged but not required to collect a full security deposit in accordance with state or local law. HACC does not make up the difference between what the family pays and the security deposit the owner would normally charge.

If the tenant was already in the unit before receiving housing assistance, and the owner has collected the security deposit, the owner is not required to reimburse the tenant until the tenant vacates the unit subject to lease terms.

### **WHAT DOCUMENTS DO I NEED TO SIGN?**

When a prospective tenant contacts you, you will be asked to sign the Request for Tenancy Approval, [Security Deposit Notification](#), Inspection Check List (Family Use Only), [W9 Tax form](#), [Statement of Property Ownership](#), and submit a Property Management Agreement (if applicable).

Owners will also sign a lease (with attached Tenancy Addendum) with the tenant and the [Housing Assistance Payments \(HAP\) Contract](#) with HACC.

Owners must submit a proposed lease with the [Request for Tenancy Approval](#), [Security Deposit Notification](#), and Inspection Check List (Family Use Only). Once approved by HACC, the owner and tenant will sign the lease (usually on the inspection day).

Program rules require that owners and tenants also agree to provisions contained in HUD's Tenancy Addendum, which sets forth some of the responsibilities of the owner and tenant under the Section 8 Program. [The Tenancy Addendum](#) will be provided by HACC. Copies will be given to the owner and the tenant. Lease provisions which are prohibited in the Section 8 Program are described below.

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### Prohibited Lease Provisions

- **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner, in a lawsuit brought in connection with the lease.
- **Treatment of Personal Property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property left in the unit after the tenant has moved out. The owner may dispose of this personal property in accordance with state and local law.
- **Excusing Owner from Responsibility.** Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.
- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members: 1) without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or 2) before a court decision on the rights of the parties.
- **Waiver of jury trial.** Agreement by the tenant to waive any right to a trial by jury.
- **Waiver of right to appeal court decision.** Agreement by the tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

At the initial inspection, if the inspection passes, the owner and tenant sign the lease. The owner also signs the [Housing Assistance Payments \(HAP\) Contract](#). All documents are returned to HACC for execution of the HAP Contract and distribution of applicable documents to the tenant, owner, and HACC.

The HAP Contract is a legal document between HACC and the owner and describes the rights and responsibilities of HACC and the owner and the effective date of the contract.

### WHEN DO I RECEIVE PAYMENTS?

After the HAP Contract is signed, HACC will make payments directly to the owner, for HACC's portion of the rent, on the first of the month as long as the terms of the contract are still in effect (i.e., tenant is in residence). The tenant will be responsible to pay his/her portion of rental payments directly to the owner on the first of each month.

The first payment (HAP check) paid to the owner by the HACC will be paid within 30 to 60 days from the date the unit passes inspection, contingent upon receipt and execution of all necessary documents, including the lease. HACC processes payments twice a month and payment cannot be processed until HACC has received a signed lease and contract. Payments are processed on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The first HAP check to the owner will include any prorated amounts from the start date. After the initial HAP check is released, the owner will begin to receive the monthly HAP check on the first of each month. The tenant is responsible for paying his or her own portion directly to the owner each month.

Owners must keep HACC informed of any changes in the mailing address for payment. If an owner is changing the mailing address, he/she must submit the new address to HACC in writing to update computer records.

## **VI. ONGOING ACTIVITIES**

There are ongoing activities that will continue throughout the family's tenancy as an assisted tenant. These include annual reviews of the income on which the tenant's rent is based, annual inspection of the unit, and annual changes to the owner's rent. Mid-year reviews and inspections may also be required.

### **WHAT ARE ANNUAL AND INTERIM REEXAMINATIONS?**

Participants in the Section 8 Program are expected to give HACC updated information on their household composition, income, assets and deductions every year. Participants must also notify HACC any time their household composition changes.

If the family requests addition of a family member other than by birth, adoption, or court-awarded custody, HACC, in addition to other screening as required by regulation, will require owner approval in writing prior to authorizing the family member to reside in the household.

The family must report all family composition changes between annual reexaminations.

HACC will review and verify the information submitted, and, if required by HACC policy or Federal regulations, compute a new total tenant payment, tenant rent and housing assistance payment, and notify the tenant and owner of the changes. These changes will not affect the total amount the owner receives; however, the portion of the total rent that the tenant and HACC pay to the owner may be different.

### **WHAT ARE ANNUAL INSPECTIONS?**

Inspections must be conducted on all units participating in the Section 8 Program annually to ensure they are still safe, decent and sanitary, and meet basic housing quality standards (HQS). HQS represent minimum nationwide standards established by HUD. However, an inspection may occur more frequently if a life-threatening violation is reported or a municipality or other party requests an inspection.

At the time of the tenant's annual reexamination (generally 90 days prior to the anniversary of the initial lease date), HACC will schedule a time tenant in writing allowing at least two weeks notification for a housing quality inspection. If the unit passes inspection, payments will continue as before.

### **WHAT HAPPENS IF A UNIT DOES NOT PASS INSPECTION?**

If a unit does not pass inspection, HACC will inform the owner in writing of the repairs which need to be made, within a specified time period, in order for the owner to continue to receive HAP payments from HACC. If the repairs are life threatening (such as no air conditioning in summer months) then the repair must be made within 24 hours. If the repairs are not made within the time allotted (within thirty (30) days), or any HACC-approved extension, The HACC will **abate** (stop) the owner's HAP payments.

**ABATEMENT:** Once the unit has been re-inspected and the HQS inspector determines that the required repairs have not been completed, The owners HAP payments will cease beginning the first day of the month following the final inspection date. For example, if the final inspection date was September 15, and the repairs were not complete, then the payments would stop effective October 1.

Once in abatement, the owner will have 90 days to complete the required repairs. The family will continue to pay the owner their portion of rent, but the HACC will not pay their portion. HACC will resume payments once the repairs have been verified as complete. HACC **WILL NOT** reimburse the owner for

any rents during the entire abatement period. HAP payments will resume the day the unit passes inspection.

During the abatement period the family will be notified by HACC that they are eligible to move from the unit with proper 30-day notice and a signature from the owner. If the owner has no intention of completing the repairs, then a 30-day notice to the family and the HACC is requested from the owner.

If the reason the unit does not pass inspection is because the tenant damaged the unit, or did not pay for utilities for which the tenant was responsible, the tenant will be given a timeframe in writing to make the necessary repairs. If the tenant does not make repairs within the specified timeframe, including any HACC-approved extension, assistance to the family will be terminated. If HACC terminates the family's assistance, the HAP Contract will be cancelled. HACC will notify the owner of the cancellation date by certified letter. The owner will be given at least a 30-day notice of cancellation.

### **WHAT ARE COMPLAINT INSPECTIONS?**

Complaint inspections are scheduled between annual reexaminations at tenant request and upon verification to HACC that the tenant has notified the owner in writing of the repairs that need to be made and the owner has failed to respond. The owner may request an inspection if he/she believes the tenant is damaging the unit or has poor housekeeping skills and is not keeping the unit in safe, decent and sanitary condition. The owner must verify to HACC that the tenant has been notified in writing of the tenant's failure to maintain the premises in accordance with the lease.

If repairs are needed as a result of a complaint inspection, the owner will be given a timeframe in which to complete the repairs. If the timeframe is not adhered to, the Contract will be cancelled by HACC as described above. If the tenant caused the damages, the tenant will be responsible for making the repairs within a specified timeframe. Assistance will be terminated if the tenant does not complete the repairs within the time allotted.

### **WHEN MAY I INCREASE THE RENT?**

Under the Voucher program, the owner may not increase the rent during the initial term of the lease, but may propose an increase at any time thereafter in accordance with the HAP Contract (60 days), by written notice to HACC and the Tenant. The effective date of the rent increase will be 60 days from receipt of the written rent increase by HACC, plus any partial month. HACC will approve the proposed rent only if it meets rent reasonableness requirements, the unit is safe, decent and sanitary, and the owner is in compliance with the terms of the HAP Contract.

The owner and tenant will be notified by HACC in writing of the amount of the approved rent increase and effective date.

Owners must remember that increases in unit rents may be paid by the tenant, not HACC. The subsidy HACC pays is constant, requiring that the tenant absorb rent increases. HACC will increase the subsidy payment standards consistent with the publication of the Fair Market Rent by HUD. However, this will generally not coincide with the timing of owner rent increases.

## **VII. TERMINATIONS**

There are several different kinds of terminations: termination of assistance by HACC, termination of tenancy by the tenant, and termination of tenancy by the owner.

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### **WHEN MAY HACC TERMINATE ASSISTANCE?**

If an owner violates the HAP Contract, HACC may suspend payments and will investigate the situation to determine if the Contract should be terminated. When a HAP Contract is terminated by HACC, the contract will be terminated at the earlier of (a) the month the family living in the unit moves, or (b) six months after the last payment was made. If a serious breach of contract occurs, such as involving a tenant in side payments, HACC may bar the owner from future participation for a specified period of time.

HACC is required to terminate the contract if a tenant is not in compliance with Section 8 program rules. This could happen if the tenant does not recertify annually, commits fraud, engages in violent or drug-related criminal activity, tenant HQS violation, or if the tenant no longer needs the subsidy. When the family's assistance is terminated, the contract will be terminated. HACC will provide the owner with at least 30 days' written notice prior to the termination date.

### **WHEN MAY THE TENANT TERMINATE TENANCY?**

The tenant may not terminate tenancy during the initial term of the lease. Thereafter the tenant may terminate tenancy after providing the owner with appropriate notice in accordance with the lease, and providing the owner and HACC with written notice.

Tenants who wish to move to another unit, but still wishing to remain on the program, must obtain another Voucher from HACC to move. Household composition, income, assets and allowances for these tenants must be reviewed again by HACC.

### **WHEN MAY THE OWNER TERMINATE TENANCY?**

The lease, Tenancy Addendum, and HAP Contract permit termination of tenancy by the owner. Owners may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, violation of Federal, state or local law, criminal activity or other good cause.

An owner has the same rights for evicting assisted tenants as for private market tenants; however, owners must give the tenant a notice stating the purpose of the eviction and provide a copy to HACC as well. The owner can evict only by instituting a court action.

An owner may terminate tenancy at the end of any lease term without cause by giving 30 days' written notice to the tenant with a copy to HACC.

### **VIII. VIOLENCE AGAINST WOMEN ACT (VAWA)**

In January 2006, President Bush signed a law known as the Violence Against Women and Department of Justice Reauthorization Act of 2005. This law affects the selection of residents, the lease provisions that deal with termination of the lease and eviction and the termination of assistance or eviction provisions in the HAP Contract and the housing authority's relationship with the Section 8 participants.

The law prohibits landlords from refusing to lease to persons who are, or have been, victims of domestic violence, dating violence or stalking, when the applicant is otherwise qualified. Also, incidents cannot be construed as a serious or repeated violation of the lease and are not good cause for termination of tenancy. Likewise, HACC may not terminate the assistance of such a victim. (Note: HUD has updated the language in Part C – Tenancy Addendum of the HAP contract to reflect these changes.)

There are limitations to these protections: Tenancy may be terminated if the landlord can demonstrate "an actual and imminent threat" to other tenants or to persons employed or providing services to the development. The landlord may evict a leaseholder who engages in criminal acts of violence as described above to family members or others without evicting the victimized lawful occupants.

A landlord and/or housing authority may request:

- The tenant complete a HUD-approved form that states the incident or incidents
- The name of the person committing the violence
- A police report or court record may also serve as a notification

The landlord and/or housing authority must request documentation in writing and the victim must deliver one of these forms of documentation within 14 business days to the landlord or housing authority or the tenant will lose the legal protections under VAWA.

Confidential Information – all information provided by a victim pursuant to the certification under VAWA is considered confidential, but may be disclosed in an eviction proceeding.

HACC cannot provide legal advice, so please consult your attorney regarding implantation of this law.

## **IX. SPECIAL CLAIMS**

### **WILL I BE REIMBURSED BY HACC FOR UNPAID RENT, DAMAGES AND VACANCY LOSS?**

As of 3/1/96, HAP Contracts no longer allow claims for damages, unpaid rent, or vacancy loss.

## **X. SUMMARY OF RIGHTS AND RESPONSIBILITIES**

### **WHAT ARE THE OWNER'S RIGHTS?**

- Collect a security deposit.
- Terminate tenancy for:
  - (1) Serious or repeated violations of the terms and conditions of the lease.
  - (2) Violation of Federal, state, or local law.
  - (3) Criminal activity.
  - (4) Other good cause.
- Evict the family from the unit through court action.
- Notify the tenant of an increase in rent at any time after the initial lease term with 60-day written notice to the tenant and HACC (to determine rent reasonableness).
- Request a new lease after the initial term of the lease with 60-day written notice to the tenant and HACC (to determine rent reasonableness).



### **WHAT ARE THE OWNER'S RESPONSIBILITIES?**

- Screen applicants for suitability as tenants.
- Comply with the lease.
  - (1) Collect the tenant's share of the rent; and
  - (2) Make timely repairs and keep the unit in good condition.

- Comply with Federal, state and local regulations, fair housing laws, and owner-tenant laws. Information on fair housing regulations is availability at the HACC website.
- Permit Inspections. Correct any deficiencies as soon as they are discovered. HACC may abate the HAP payment or terminate the HAP Contract if deficiencies are not corrected.
- Comply with the Housing Assistance Payments Contract.
  - (1) Renegotiate the lease with the tenant and HACC prior to the lease expiration date;
  - (2) Contact the Section 8 Occupancy Specialist and provide HACC with written notice before initiating eviction proceedings; and
  - (3) Inform the Section 8 Occupancy Specialist immediately of any move-outs by Section 8 tenants.

#### **WHAT ARE THE TENANT'S RIGHTS?**

- Participate in the program if eligible under program guidelines and rules.
- Live in a decent, safe and sanitary unit.
- Not be discriminated against by the owner in the provision of services for any reason covered by Federal, state or local fair housing laws.
- Terminate the lease with the owner after the initial term of the lease with proper written notice.

#### **WHAT ARE THE TENANT'S RESPONSIBILITIES?**

- Report changes in household composition and/or income.
- Permit inspections.
- Comply with the lease.
- Submit information on household composition, income, assets, and allowances annually, and when changes occur in family composition.
- Notify HACC and owner of intent to move (in writing).
- Make timely utility payments for utilities not included in the rent.

#### **WHAT ARE HACC'S RIGHTS?**

- Be notified by the owner when the tenant has moved from the contract unit in violation of the lease.
- Inspect the unit annually, and at other times as determined necessary, after reasonable notice.
- Request any documentation and verification as determined necessary for administration of the program.
- Receive repayment from the owner of amounts which are not due the owner.
- Terminate the HAP Contract for any breach of contract by the owner.

- Terminate the participant (tenant) from the program in accordance with the law, HUD regulations and program rules for any violation of family obligations.
- Require a participant to give proper notice to vacate a unit.
- Require a participant to be recertified.
- Require the owner to maintain the unit in decent, safe and sanitary condition.

#### **WHAT ARE HACC'S ONGOING RESPONSIBILITIES?**

- Make timely HAP payments.
- Review family income, assets, allowances, and household composition annually.
- Redetermine amounts of rent payable by the family and the amount of HAP payment to the owner, as a result of any adjustment.
- Conduct inspections, at least annually.
- Receive notice of proposed evictions.

#### **X. OTHER QUESTIONS YOU MAY HAVE**

##### **WHARE ARE THE MAIN BENEFITS OF THE PROGRAM TO AN OWNER?**

1. Guaranteed prompt payment of a portion of the rent each month.
2. Decreased vacancy rates and delinquencies.
3. Reduced turnovers and related expenses.



##### **HOW DOES THE OWNER RECEIVE THE FULL RENT AMOUNT?**

The owner receives rent through the combination of Housing Assistance Payments from HACC and the rent paid directly by the tenant. Housing Assistance Payments make up the difference between the Rent to Owner and what the tenant is responsible to pay. The HACC pays their portion directly to the owner, and the Tenant will be responsible to pay their own portion directly to the owner also. The Owner will receive two payments each month; one from the tenant and one from the HACC to make up the total months rent.

##### **ARE AN OWNER'S RIGHTS AND RESPONSIBILITIES CHANGED BY PARTICIPATION IN THE SECTION 8 PROGRAM?**

The owner's rights and responsibilities are the same as those exercised in a normal tenant-owner relationship. The owner may screen a prospective tenant, selects the tenant, and is responsible for managing and maintaining the unit. Tenants violating their leases are subject to corrective action by the owner through normal management and legal processes.

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**MAY AN OWNER'S PRESENT TENANT STAY IN PLACE AND STILL RECEIVE ASSISTANCE?**

Yes, current residents may receive assistance if the tenant has received a Voucher from HACC and the dwelling is in good condition. The rent must meet rent reasonableness and tenant affordability requirements.

**WHAT KIND OF HOUSING IS ELIGIBLE?**

Any type of rental housing from single-family dwellings to mobile homes is eligible for Section 8 assistance.

If necessary as a reasonable accommodation, HACC must approve requests for special housing types, including: single room occupancy, congregate housing, group homes, cooperative housing, manufactured homes, or shared housing.

**WHAT KIND OF HOUSING IS NOT ELIGIBLE?**

The types of housing that are NOT eligible for the Section 8 program are: housing owned by the family to be assisted; housing owned by those who are prohibited from participation due to conflict of interest (such as HACC employees); nursing homes; reformatory; medical, mental and similar public and private institutions; facilities providing continual psychiatric, medical or nursing services; rooming or boarding homes; housing owned by HACC (exceptions are outlined in the Administrative Plan); and units in which families are being assisted under other Section 8 subsidy programs.

**RESTRICTION ON LEASING TO RELATIVES**

Effective 6/17/98, HACC is prohibited by HUD from approving a lease if the owner of the unit is a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless HACC determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.



Prior to 6/17/98, there was no prohibition on leasing a unit owned by a relative.

The family to be assisted cannot have ownership or interest in the property.  
The owner is NOT allowed to reside in the assisted unit!

**WHAT RENT CAN THE OWNER CHARGE?**

The owner's monthly rent, plus any utilities paid directly by the tenant, must be rent reasonable and meet tenant affordability requirements.

**IF THE OWNER'S EXPENSES INCREASE, CAN THE RENT BE ADJUSTED?**

In the Voucher program, an owner may adjust the rent with 60-day written notice to the tenant and HACC after the first year (initial term) of the lease. The effective date of the increase, if approved, will be 60 days from HACC's receipt of the notice of rent increase, plus any partial month. The increase is limited by rent reasonableness and must be approved by HACC prior to implementation. Written notice will be provided.

## WHO ARE THE TENANTS PARTICIPATING IN THE PROGRAM?

Program participants include very low and lower income families and individuals whose incomes do not exceed established limits. The program assists a broad range of tenants, including moderate-income working families, as well as the elderly and the disabled.



## HOW MUCH RENT DOES THE TENANT PAY?

In the Voucher program, the tenant pays the greatest of 30% of monthly adjusted income, 10% of monthly income, or minimum rent (\$50), plus the dollar amount by which the gross rent for the unit exceeds the payment standard.

The tenant's payment for rent and utilities may be above 30% of income depending upon whether the cost of the unit selected is above or below the payment standard established by HACC in accordance with HUD regulations. However, the tenant may never pay less than 10% of monthly gross income or the minimum rent. The tenant may not pay more than 40% of monthly-adjusted income towards the family's portion of rent and utilities at initial lease-up or when the tenant moves.



## HOW MUCH PAPERWORK IS INVOLVED?

Very little paperwork is required of owners and most of it is completed by HACC. Once the lease and contract are signed, the owner will have no regular paperwork to complete. Annual rent adjustments and reinspections require minimal paperwork.

If a participant requests to lease up in the owner's unit, the owner will be requested to provide:

1. [W-9](#)
2. [Statement of Property Ownership/Authorization](#)
3. Copy of the recorded deed, settlement papers, or insurance policy
4. Management Agreement (if applicable)

**ARE HOUSE RULES ALLOWED UNDER THE PROGRAM?**

The owner will wish to implement house rules with regard to particular rules the owner has for unassisted families. Examples of house rules would be: limitation of number of nights a guest may stay, pet deposits, pet policy, furniture rent, late fees, or routine maintenance charges for damages by the family. The House Rules must be signed and dated by both the tenant and the owner (with a copy to HACC).



**APPENDIX A  
IMPORTANT CHANGES TO THE SECTION 8 PROGRAMS**

- **Vouchers only allowed.** Effective 10/1/99, new Certificate tenancies were no longer allowed under HUD regulations. All families assisted under the Section 8 program are issued Housing Choice Vouchers and enter into leases under the Voucher program only.
- **Use of HACC Model Lease.** HACC no longer provides a model lease for use in Section 8 assisted tenancies. The owner must use his/her lease. The lease must comply with state and local law and contain HUD-required provisions. The owner will continue to execute a HAP contract with HACC. The HUD-required tenancy addendum must be attached to the executed lease..
- **Initial lease term.** The initial lease term must be at least one (1) year.
- **HQS Initial Inspection.** HACC will schedule the initial HQS inspection of the proposed unit within a "reasonable period" of the date of receipt from the family of the [Request for Tenancy Approval](#). HACC will endeavor to schedule the initial inspection within 15 days of receipt of the request. The 15 days includes only those days the unit is ready for inspection.

**Statutory Changes Affecting Owners under the Section 8 Program**

Effective 10/1/99, the following owner notices were permanently repealed:

- **Endless Lease.** There will be an expiration date to an assisted lease term. This allows the owner to terminate the lease without cause at the expiration of any lease term.
- **90-Day Owner Termination Notice.** This notice required the owner to notify HUD 90 days prior to evicting for business or economic reasons.
- **"Take One, Take All."** Owners with more than 4-unit buildings are no longer required to accept Section 8 just because they already have a Section 8 HAP contract.

**APPENDIX B  
OWNER SCREENING SUGGESTIONS**

When an owner is screening a prospective tenant, the owner may consider a family's background regarding factors such as:

- Payment of rent and utility bills.
- Caring for a unit/premises.
- Respecting others' rights for peaceful enjoyment of their housing.
- Drug-related criminal activity or other criminal activity that is a threat to life, safety, or property of others.
- Compliance with other essential conditions of tenancy.

Owners may also:

- Require each adult household member to undergo a credit check with a credit service, which will research court records for prior eviction actions.
- Review any evictions for problems caused by the tenant, such as damages or nonpayment of rent.
- Request references from previous landlords, not only the current landlord.
- Conduct a home visit where an applicant is currently living.
- Ask neighbors about the conduct of the applicant.
- Contact the police about public records on criminal activities of all adult family members.
- Request a written release from the applicant to review his/her HACC records.

**NOTE:** An owner, in the selection or approval of a tenant, in the provision of services or in any other manner, cannot discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, handicap, age, or because of membership in a class such as unmarried mothers, recipients of public assistance, etc.

**APPENDIX C**  
**HAP CONTRACT – OWNER CERTIFICATION**

Upon approval of occupancy by HACC, a [HAP Contract](#) (see HACC's website) will be prepared for execution by the owner and HACC. The owner's signature on the contract and endorsement of the HAP check certifies that:

1. The owner is maintaining the contract unit and premises in accordance with the HQS.
2. The tenant leases the contract unit. The lease is in accordance with the HAP contract and program requirements.
3. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
4. Except for the HAP and the tenant rent, the owner has not received and will not receive any payments or other consideration (from the family, HACC, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
5. The family does not own or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.
6. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
7. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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**APPENDIX D  
TRANSFER OF THE HAP CONTRACT AND DISAPPROVAL OF OWNER**

The owner may not make any transfer of the executed HAP contract in any form without the prior consent of HACC. HACC may deny approval to assign the HAP contract to a new owner (in whole or in part):

- a. If directed by HUD because:
- 1) The Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - 2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- b. If the proposed assignee:
- 1) Has violated obligations under a housing assistance payments contract under Section 8 (42 U.S.C. 1437f);
  - 2) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  - 3) Has engaged in drug trafficking;
  - 4) Has a history or practice of noncompliance with HQS for units leased under the Section 8 programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
  - 5) Has a history or practice of renting units that fail to meet state or local housing codes; or
  - 6) Has not paid state or local real estate taxes, fines or assessments.

HACC shall give its consent to a transfer of the contract if the transferee agrees, in writing, in a form acceptable to HACC, to comply with all terms and conditions of the Housing Assistance Payments contract. The transferee shall give HACC a copy of the executed agreement. Assignment of payments will be completed by HACC only after all required information is received, to be signed by the new owner.

HACC must have proof of legal ownership, taxpayer identification number of the owner, and, if applicable, written authorization from the owner for an agent/manager to sign the necessary assignment documents.

HACC must not approve rental of a unit from an owner if the owner is debarred, suspended, or subject to a limited denial of participation under Federal regulations. HACC's obligation to reject an owner only applies if HUD or some other source has informed HACC of this fact.

HACC must not approve rental from the owner if so directed by HUD when the owner has been the subject of equal opportunity enforcement proceedings.

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**APPENDIX E  
FRAUD AND ABUSE**

Incidents of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 housing program are criminal acts (Section 1001 of Title 18 of the U.S. Code). If an owner, family, or HACC employee is suspected of committing any fraudulent action, HACC is required to refer the matter to the proper authorities (Regional Inspector General and/or local or state prosecutors).

Examples of fraud involving families include:

1. Failing to accurately report all income the family is receiving.
2. Allowing unauthorized persons to move into the unit. HACC and the owner must give prior approval for the addition to the household of any family member other than a child by birth, adoption, or court-awarded custody.
3. Not using the residence as a full-time principal residence.
4. Making illegal "side" payments to the owner. These payments may take the form of additional rent paid by the family each month in addition to the rental amount as shown in the lease, or utility costs paid by the family which the owner is required to pay under the lease, under a "side" agreement with the owner.

Examples of fraud involving owners and/or their authorized agents include:

1. Requiring extra "side" payments in excess of the family's share of the rent. If HACC is able to document and verify side payments, the owner will be required to refund to the family the amounts illegally paid by the family in excess of the family's portion of rent and utilities. The owner will be prohibited from participation in HACC's Section 8 program.
2. Allowing unauthorized people to move in with Section 8 participants.
3. Collecting assistance payments for units not occupied by Section 8 participants. (This includes payments for tenants on extended vacations of over 30 days.)

Examples of fraud involving an HACC employee would include:

1. Accepting payments from owners to certify substandard units as standard.
2. Certifying as eligible an otherwise ineligible applicant.
3. Accepting kickbacks from owners or families to allow rents in excess of the reasonable rent limitation.

If you know of any violations or fraud being committed or if you have questions on the subject, contact HACC immediately at 922-1500.

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**APPENDIX F**  
**STEPS TO RENTING YOUR UNIT UNDER THE SECTION 8 PROGRAM**

To lease your unit to a family participating in the HACC Section 8 Voucher Program, follow these steps:

1. Advertise your unit in the major daily newspapers, community papers, etc. Includes "Section 8 Welcome" as a part of your advertisement. You may also complete a [Unit Listing Form](#) and provide it to HACC for inclusion in our unit listings available in the administrative office.
2. Screen all prospective Section 8 tenants legally and completely.
3. Carefully determine the rent you will request for the unit. It must be comparable to rents charged for similar unassisted units in the area. You may request a security deposit, in accordance with state law, as a term of your lease agreement with the tenant.
4. Prepare your unit for inspection. Use the HUD Housing Quality Standards as a guide. (See "[A Good Place to Live,](#)" attached).
5. The tenant you select will provide a [Request for Tenancy Approval](#) packet containing 5 forms, which must be completed by you and the tenant. All 5 forms must be returned to our office, accompanied by the proposed lease. The tenant must schedule an appointment with his/her caseworker prior to return of the forms to HACC.
6. At the appointment between the prospective tenant and his/her caseworker, you will be contacted by telephone to confirm and verify the information on the [Request for Tenancy Approval](#) and attached forms. The caseworker will submit the paperwork to the Housing Quality Inspector, who will call you within 7-14 days to schedule an inspection. You or your designated representative must be present at the inspection. The unit must be vacant and the utilities connected.
7. At the conclusion of the inspection, the Inspector will notify you if the unit passes or fails the inspection. **If the unit passes inspection**, you and the tenant will sign the lease with attached Tenancy Addendum. You will sign the HAP Contract (which will be signed by HACC upon the Inspector's return to the office).  
  
**If the unit fails inspection**, you must make the required repairs and call the Inspector to schedule a reinspection.
8. When the unit has passed inspection, you will receive signed copies of the lease, tenancy addendum, HAP contract, and [Security Deposit Notification](#). The tenant's caseworker will submit request for payment to our Finance Department and you will receive your first check within 30-60 days, retroactive to the effective date of the lease and HAP contract. Subsequent HAP payments will be made on the first of each month.

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**APPENDIX G  
COMMON INSPECTION FAIL ITEMS**

Following is a sample listing of HQS fail items:

***Windows***

- Repair missing and boarded up windows
- Replace broken and cracked windows.
- Install window locks on all ground floor apartment windows accessible to the outside. Windows must operate properly. Missing chains, handles, sashes, or windows that are painted shut will result in a fail rating.

***Electric***

- Fixtures must work if present.
- Replace missing or broken cover plates and exposed, frayed, or cracked wire.
- Two electric outlets or one permanent light fixture and one electric outlet are required in each room.

***Smoke Detectors***

- There must be at least one working smoke detector for each living level of the unit.

***Doors***

- Replace missing doors, handles and locks.
- Replace inoperable locks, loose or missing thresholds, trim, broken doors and windows and doors that are out of adjustment. Closet and patio doors are also included in this category.

***Handrails***

- Broken or cracked handrails must be repaired.

***Locks***

- Every dwelling unit entrance door will be equipped with a lock. The lock must be opened with a key from the outside.

***Floors***

- Replace cracked, torn, broken, or missing tiles/linoleum.
- Replace torn, damaged, or severely worn carpeting.

***Walls and Ceilings***

- Repair any holes and peeling, cracking or chipping and bulging paint and plaster.
- Repair water damage; investigate source of leakage and correct.

***Plumbing***

- Repair leaking faucets, running toilets, and clogged drains.

***Stoves***

- Oven door and burners must operate properly.

***Garbage/Debris***

- Unit and yard area must be free of trash and garbage.

***Refrigerator***

- The refrigerator must be clean and in operating condition.
- Repair/replace missing or broken shelves.

## APPENDIX H HOUSING QUALITY STANDARDS

**The following is a list of some of the basic items necessary for a unit to pass inspection.**

1. No electrical hazards, inside or outside of the unit.
2. All light switches and outlets must have secured plate covers installed.
3. All open able windows open properly, and lock.
4. All doors open and close properly and those accessible from the outside lock properly.
5. All interior and exterior surfaces are free from cracking, scaling, peeling, chipping, and loose paint.
6. All appliances and bathroom facilities are clean and in working condition.
7. Bathrooms have at least one open able window or exhaust fan.
8. Heating and cooling equipment is safe and adequate.
9. Hot water heater is safely located, equipped, and installed.
10. Plumbing, electrical, and gas systems are safe and adequate.
11. No evidence of infestation.
12. Site and neighborhood are free from conditions, which would endanger the health and safety of residents.
13. A working smoke detector with a live battery must be installed on every level of the unit and in each room.
14. All utilities must be on and operable at the time of inspection.
15. A refrigerator, stove and oven must be in the unit at the time of inspection.



**APPENDIX I  
GLOSSARY OF TERMS AND ACRONYMS**

**AAF.** Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

**Accessible Unit.** A unit located on an accessible route and which can be approached, entered, and used by individuals with physical disabilities.

**Admission.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**Annual Adjustment Factor (AAF).** A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

**Annual Income.** The anticipated total annual income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**Applicant.** A family that has applied for admission to a program, but is not yet a participant in the program.

**CFR.** Code of Federal Regulations. Commonly referred to as "the regulations." The CFR is the compilation of Federal rules, which are first published in the Federal Register and define or implement a statute.

**Certificate.** No longer used as of 10/1/99 under provisions of the Merger Rule.

**Contract Rent.** See "Rent to Owner."

**FMR.** Fair Market Rent.

**Fair Market Rent (FMR).** The rent, including cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the **Federal Register**.

**Family.** May be a single person or group of persons.

**Family Share.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**Family Unit Size.** The size of the Voucher issued to the family based on HACC subsidy standards.

**FMR/Exception Rent Limit.** The Fair Market Rent published by HUD headquarters or any exception rent. In the voucher program the PHA may adopt a payment standard of 90-110% of the FMR.

**Fraud.** A single act or pattern of actions: (1) that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and (2) that results in payment of Section 8 program funds in violation of Section 8 program requirements (24 CFR §792.201).

**Gross Rent.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance (i.e. owner provides and pays for all utilities), Rent to Owner equals Gross Rent.

**HA.** Housing Authority.

**HACC.** Housing Authority of the County of Clark, Nevada.

**HAP.** Housing Assistance Payment.

**HAP Contract.** See "Housing Assistance Payments Contract."

**HQS.** Housing Quality Standards.

**Housing Assistance Payment (HAP).** The monthly assistance payment by the PHA. The total assistance payment consists of:

1. A payment to owner for rent to owner under the family's lease.
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**Housing Assistance Payments (HAP) Contract.** A written contract between HACC and an owner in the form prescribed by HUD headquarters, in which HACC agrees to make housing assistance payments to the owner on behalf of an eligible family.

**Housing Quality Standards (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD Requirements.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**Initial Payment Standard.** The payment standard at the beginning of the HAP contract term.

**Initial Rent to Owner.** The rent to owner at the beginning of the HAP contract term.

**Jurisdiction.** The areas in which the PHA has authority under state and local law to administer the program.

**Landlord.** Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner, who leases a unit to another and does not reside in the same unit occupied by the lessee.

**Lease.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

**Owner.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PHA.** Public Housing Agency.

**PS.** Payment Standard.

**Participant.** A family that has been admitted to HACC's voucher program. The family becomes a participant on the effective date of the first HAP contract executed by HACC for the family (first day of initial lease term).

**Payment Standard.** In a voucher tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90-110% of FMR.

**Portability.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Public Housing Authority (PHA).** A state, county, municipality or other governmental entity or public body authorized to administer the program.

**RFTA.** [Request for Tenancy Approval](#) (HUD Form 52517).

**Reasonable Rent.** A rent to owner that is not more than rent charged: (1) for comparable units in the private unassisted market; and (2) for comparable unassisted units in the premises.

**Recertification (Reexamination).** The process of securing documentation of household composition, family income, and assets used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertification's.

**Rent to Owner.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**Security Deposit.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease. Deposits will be governed by the Nevada Revised Statutes (NRS 118.242(1)). The total amount of the security deposit required by the owner cannot exceed three (3) months' rent, including prepaid rent for the last month of the term of the lease.

**Tenancy Addendum.** In the lease between the tenant and the owner, the lease language required by HUD.

**Tenant.** The person or persons who execute(s) the lease as lessee of the dwelling unit.

**Tenant Rent.** The amount payable monthly by the family as rent to the owner.

**Total Tenant Payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Unit.** Residential space for the private use of a family.

**Utilities.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**Utility Allowance.** If the cost of utilities (excluding telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Rent to Owner, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by HACC or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**Utility Reimbursement Payment.** The amount, if any, by with the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**Voucher.** A document issued by HACC to a family selected for admission to the voucher program. The document describes the program and the procedures for HACC approval of a unit selected by the family. The voucher also states obligations of the family under the program.

**Voucher holder.** A family holding a voucher with unexpired search time.

**Waiting List.** A list of families organized according to HUD regulations and HACC policy who are waiting for subsidy to become available.



## **SECTION 8 VOUCHER PROGRAM**

### **OWNERS MANUAL**

#### **RELATED FORMS**

- 1 [Sample Voucher](#)
- 2 [Utility Allowance Schedule](#)
- 3 [Current Payment Standards](#)
- 4 [Notice of Default](#)
- 5 [Sample Request for Tenancy Approval](#)
- 6 [Sample Security Deposit Notification](#)
- 7 [Section 8 Lease Agreement – Rental Voucher Program](#)
- 8 [Tenancy Addendum – Rental Voucher Program](#)
- 9 [Housing Assistance Payments Contract – Rental Voucher Program](#)
- 10 [Unit Listing Form](#)
- 11 [Statement of Ownership/Authorization](#)
- 12 [IRS Form W-9](#)